



Cornell University
ILR School

Cornell University ILR School
DigitalCommons@ILR

Retail and Education Collective Bargaining
Agreements - U.S. Department of Labor

Collective Bargaining Agreements

10-5-1975

Great Atlantic and Pacific Tea Company, Inc., Scranton Division and Retail Clerks Union, AFL-CIO, Locals 1687 and 1393 (1975)

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/blscontracts2>

Thank you for downloading an article from DigitalCommons@ILR.

Support this valuable resource today!

This Article is brought to you for free and open access by the Collective Bargaining Agreements at DigitalCommons@ILR. It has been accepted for inclusion in Retail and Education Collective Bargaining Agreements - U.S. Department of Labor by an authorized administrator of DigitalCommons@ILR. For more information, please contact catherwood-dig@cornell.edu.

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact web-accessibility@cornell.edu for assistance.

Great Atlantic and Pacific Tea Company, Inc., Scranton Division and Retail Clerks Union, AFL-CIO, Locals 1687 and 1393 (1975)

Location

PA; NY

Effective Date

10-5-1975

Expiration Date

October 1978

Number of Workers

1468

Employer

Great Atlantic and Pacific Tea Company, Inc., Scranton Division

Union

Retail Clerks Union

Union Local

1687, 1393

NAICS

44

Sector

P

Item ID

6178-008b172f004_05

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

This digital collection is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial, educational use, only.

MAR 19 1970 *mn.*

*#6723
10/75*

1,468 ses.

COLLECTIVE BARGAINING AGREEMENT

By and Between

**THE RETAIL CLERKS UNION
LOCAL NOS. 1687 AND 1393**

and

**THE
GREAT ATLANTIC AND PACIFIC
TEA COMPANY, INC.
SCRANTON, PENNSYLVANIA**

INDEX**PARAGRAPH PAGE**

Death in Family	71	27
Definition of Employee	28	13
Duration of Agreement	95	38
Grievance and Arbitration.	34	16
Health & Welfare Fund	93	33
Holidays	65	24
Holiday Work Week	57	22
Jury Duty.	72	27
Layoffs, Promotions and Seniority	11	5
Leave of Absence	29	14
Management Authority	2	1
Night Shift	51	21
Overtime and Working Conditions	58	22
Pension	94	36
Recognition and Jurisdiction ..	3	2
Relief Pay	50	20
Stewards	88	32
Strikes and Lockouts	45	18
Trial Period and Approval	42	18
Union Activities	10	4
Union Shop	4	2
Union Store Card	86	31
Vacations	73	27
Validity of Contract	87	31
Wages.	Schedule "A"	40
Work Schedule	91	32
Work Week	47	19

AGREEMENT

PARTIES TO THE AGREEMENT

1. Agreement in effect from the fifth day of October, 1975 until and including the Seventh day of October, 1978 and subject to renewal and extension as herein provided, between THE GREAT ATLANTIC AND PACIFIC TEA COMPANY, INC., Scranton Division, (hereinafter referred to as the "Employer") and the RETAIL CLERKS UNION, LOCALS #1687 and #1393, chartered by the Retail Clerks International Association, AFL-CIO (hereinafter referred to as the "Union"). This agreement upon its execution thereof shall supersede all previous existing Agreements which have heretofore been applicable to the employees covered by this Agreement.

MANAGEMENT AUTHORITY

- E12
1
2. The Management of the business and the direction of the working forces, including the right to plan, direct and control operations, hire, suspend or discharge for proper cause, the right to study or introduce new or improved production methods or facilities, and the right to establish and maintain rules and regulations covering the operations of such stores, are vested in the Employer, subject to the provisions of this Agreement.

In the event that the employer contemplates the introduction of major technological changes affecting bargaining unit work, advance notice of such changes will be given to the Union. The employer will meet with the Union to discuss the implementation of such changes.

RECOGNITION AND JURISDICTION

3. The Employer recognizes the Union as the exclusive representative of all its employees, except Supervisors, Store Managers, Assistant Store Managers and Co-Assistant Store Managers in all stores which are a part of the Scranton Division as outlined in Schedule "B" of this Agreement, or which may be opened within the Geographic Area of The Scranton Division and/or within the jurisdiction of Locals #1687 and #1393 outlined in Schedule "C".

In the event the Employer engages in Department or Discount type stores, the Employer and the Union shall negotiate as to the term of wages and working conditions for employees in such stores.

UNION SHOP

4. It shall be a continuing condition of employment that all of the employees now or hereafter coming under the jurisdiction of this Agreement become and remain members of the Union in good standing on or after the thirtieth (30th) day following their date of employment or the effective date of this Agreement, whichever is later.
5. The Employer shall check off initiation fees and dues from all employees who authorize in writing such deductions and shall remit the same to the Union. It is agreed that the Employer will deduct dues on a weekly basis and remit to the Union monthly.
6. The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits and liability that might arise out of or by reason of action taken or not taken in

respect to the deduction of dues made pursuant to the provisions of this Agreement.

7. The Employer agrees to discharge any employee for nonpayment of dues and/or initiation fees upon seven (7) days notice in writing from the Union to do so.
8. Manufacturers Representatives will be permitted to price mark and stock their own products in accordance with the following provisions:
- a) Employees in the seniority area who are reduced from full time to part time are reinstated to full time and one night per week.
- b) When a full time employee is reduced to part time and refuses the opportunity to go to another store for the purpose of maintaining his/her full time status, manufacturer's representatives will continue to service that store in which the full time employee is reduced.
1. If a second full time employee is reduced to part time in the same store and is offered the opportunity to maintain his/her full time status by exercising his/her seniority in the same store refused by the first full time employee reduced, and who is still reduced to part time, manufacturer's representatives will not be permitted to service that store in which the full time employees are reduced.
- c) If part time employee, covered under the provisions of Paragraph 8, is scheduled to work for less than ten hours in four consecutive weeks, manufacturer's representatives will not be permitted to service that store until that part time employee is

scheduled for ten hours or more in four consecutive weeks.

- d) Where possible, full time floaters will be assigned to their home store, or to one store.
- e) The guarantees in this provision are contingent upon there being no conditions such as fires, floods, civil disorders, or other catastrophe beyond the Employer's control, and is applicable only to those employees hired prior to February 14, 1972.

PERSONNEL INFORMATION

- 9. The Employer will furnish the Union with the following personnel information as requested:
 - a) All new employees, where employed, and the starting date.
 - b) Change in status of employees from full time to part time, or from part time to full time, and the effective date.
 - c) Termination of employees and the effective date, including employees on the thirty (30) day trial period.
 - d) Seniority lists covering all Scranton Division employees covered by this Agreement.
 - e) Transfer of employees from one store or from one department to another.

UNION ACTIVITIES

- E22
1
- 10. There shall be no discrimination against any employee because of Union membership or activities. It is agreed that Union duties and activities will not be carried on during hours of work or on the Employer's premises. This shall not prevent the Union officials from entering stores to satisfy themselves that this Agreement

is being observed nor from conducting election of stewards when they deem it necessary.

LAYOFFS, PROMOTIONS AND SENIORITY

- 11. In layoffs and rehiring or reduction from full time to part time and subsequent reinstatement to full time, the Employer shall conform to the ordinary rules of seniority, within the seniority areas, as contained in Schedule "B" of this Agreement.
- 12.
 - a) When rated job openings occur or are about to occur, involving promotions within the bargaining unit, the Employer will post notice, for the same classification of store where the original vacancy occurs, of the opening, showing the rate of pay, in all stores in the seniority area where the opening occurs, at least two (2) weeks in advance of the permanent filling of the position. All employees shall be given the opportunity of bidding for the position. Preference will be given to the employee having the longest seniority if said employee is qualified for the promotion, and if not, to the employee having the next longest seniority if said employee is qualified, etc. Qualifications of employees for promotion and upgrading will be determined in accordance with past practices. The Union office shall be notified of all employees who bid for a job and the successful bidder.
 - b) All non-rated employees shall have the opportunity, as vacancies occur, of upgrading by bidding for any non-rated job opening in accordance with the procedure set forth above. Preference will be given in order of seniority to those employees who bid provided said employees are qualified for the upgrade and have the ability to perform the duties of the job

being bid. Qualifications and ability of employees for upgrading will be determined in accordance with past practice.

c) The procedure outlined above shall be followed on full time job openings not involving promotion, except that in such cases, qualifications being relatively equal, part time seniority will govern.

E1990, 21, 33
1
d) The Employer and the Union agree that neither will discriminate against any employee because of race, color, creed, sex or national origin.

13. Rated job classifications referred to in Par. 12 are as follows: Meat Department Head; Produce Department Head; Coffee-Dairy Head; Head Cashier and Boxman in Supermarket type stores; Person in Charge of a Night Crew; Deli Department Head. In the event of a reduction in the working force, employees in rated job classifications may be "bumped" only by employees within said rated job classifications, except a Meat Department Head can bump a Boxman provided the Meat Department Head has no bump in the same store classification or lower store classification within a twenty-five (25) mile radius of his/her store, and further, has more seniority in his/her classification than the Boxman has in his/her classification.

Produce Department Heads may bump lower rated Produce Department Heads provided they have no bump within their classification within a twenty-five (25) mile radius of their store, and further, have more seniority in their classification than the lower rated Produce Department Heads.

a) When a store volume exceeds \$40,000 per week average for thirteen (13) consecutive

weeks the Company will post for bid Head Cashier, Coffee-Dairy Head and Boxman classifications. Jobs will be posted for bid in the fourteenth (14th) week. A two (2) week period will be allowed for bid procedure and the appointment made upon return of bids. Sales volumes will be reviewed 26 weeks from date of appointment and each 26 weeks thereafter. If the sales fall below \$40,000 per week on the average then the three classifications mentioned above will be removed from the store and the employees wages will be adjusted accordingly. It is further agreed the foregoing does not apply to the individual employees who are as of October 4, 1975 classified Head Cashier, Coffee-Dairy Head and Boxman in SM type stores where weekly sales volume is less than \$40,000.

14. a) Full time employees reduced to part time shall be given all available work in the seniority area short of overtime conditions, and no new full time employees shall be hired until such full time employees reduced to part time have been reinstated to full time. Said employees may be worked forty (40) hours per week which may include more than one (1) night's work beyond 6:00 P.M. without the application of time and one-half, in excess of one (1) night per week after 6:00 P.M., as set forth in Paragraph 47 of this Agreement, for the express purpose of maintaining their forty (40) hour status. Said employees shall be reinstated to full time limited to working one (1) night per week beyond 6:00 P.M., in accordance with past practice and seniority. Full time employees hired on or after November 1, 1973 may be scheduled to work two nights per week beyond six (6) P.M. within a forty hour schedule without the application of overtime.

b) Full time employees reduced to part time will be offered the opportunity to work forty (40) hours within a 25 mile radius of their home store provided they work up to store closing or midnight if the store is open until midnight. Employees offered forty (40) hours on the above basis and refuse will reduce themselves to a regular part time basis with a maximum of twenty-nine (29) hours per week and the wage rate will be reduced to the applicable part time rate. Full time employees who are reduced to part time and forty (40) hours of work are not available will then be subject to the provisions of paragraph 14A within a twenty-five mile radius.

15. The Employer shall combine existing part time assignments within each store so as to provide the maximum part time employment per individual within the definition of part time employment as defined in Paragraph 26. Senior part time employees will be scheduled to work the maximum hours provided they are regularly and continuously available to work the hours scheduled.

Part time employees' seniority, except for full time work as provided for in Paragraph 12C will apply in the employee's store only, and part time employees will not be transferred from store to store except in an emergency; provided, however, that under certain conditions, such as but not limited to, a new store opening, part time employees having the highest seniority should be offered the job providing the greater number of hours of work per week. Availability of part time employees to perform work assignments must be considered in determining seniority.

16. Seniority shall be calculated by continuous service with the Employer from the last employ-

ment date. Effective October 5, 1975 employees laid off and subsequently rehired by the Employer within twelve (12) months from the layoff date shall retain their former seniority regardless of any change in their places of employment.

17. Employees reduced from full time to part time shall retain all benefits accruing to full time employees in this Agreement, and they shall not suffer loss of seniority as long as they remain on the payroll. If laid off completely, they shall retain their seniority for a period of twelve (12) months (effective October 5, 1975) thereafter. Upon the effective date of the jointly administered Health & Welfare Fund and thereafter, said employees will retain Health and Welfare Benefits only as provided for by the Fund, and all other benefits accruing to full time employees, according to past practice.

All employees who are laid off due to store closing will be given a letter of referral by the employer upon request, on their last day of work.

18. Prior notice of not less than one (1) week shall be given to any full time employee transferred from one store to another within the seniority area, except in an emergency; provided, however, that no notice is necessary when an employee is replaced by another employee as a result of the application of seniority.

19. All employees absent on account of ill health, and unable to perform any work or attend school, shall retain their seniority for a period of one (1) year from the date of their absence. Sickness leave of absence will commence the week following the receipt by the employee of the final sick benefit payment. For full time

employees having five (5) years or more of continuous service with the Employer, the maximum period of absence permitted will be one (1) year, subject to renewal and extension for additional periods of only one (1) year during each renewal. These additional one (1) year renewal periods may be granted only through the joint and mutual consent of both the Union and the Employer.

20. If a part time employee with one or more years continuous employment is reduced to 10 hours or less per week for four (4) consecutive weeks, said employee shall have the right to bump a less senior part time employee within the seniority area providing he/she can perform the duties of the employee being bumped.

In the event a store is permanently closed or closed temporarily for more than four (4) weeks, then a part time employee with one or more years of service may exercise his/her bump immediately following the store closing.

The employees exercising these bumps must remain in the store to which they are transferred unless again reduced in hours or laid off as above. It will be the responsibility of the employees to notify their Store Managers of their intent to bump no later than Monday of the fourth week or subsequent weeks of reduced hours or lay-off.

21. Should part time employees hired prior to 7/4/71 work forty (40) hours per week, or 32 hours during a holiday week, they will be given credit for their part time experience on the basis of actual hours worked in determining the proper full time wage scale according to Schedule "A" of this Agreement.
- a) Should part time employees hired after

7/4/71 work forty (40) hours per week or thirty-two (32) hours during a holiday week, their wages will be computed by multiplying their hourly rate by forty (or 32). Part time employees hired after 7/4/71 may be scheduled up to five (5) nights per week within a forty hour schedule at straight time hourly rate.

- b) When part time employees are advanced to a permanent full time position, they will be given credit for their part time experience on the basis of actual hours worked in determining their correct full time wage according to Schedule "A" of this Agreement.
22. Employees of the Employer in a capacity outside of the bargaining unit, as set forth in Paragraph 3 above, who are reassigned to employment within said bargaining unit, shall be considered as new employees for seniority purposes.
23. Grocery Department employees accepting an appointment as an Apprentice Meat Cutter shall be considered to be on a trial basis for a one (1) year period, during which time they may return to the Grocery Department and retain their grocery seniority. Their seniority in the Meat Department, as Apprentice Meat Cutter, will commence on the day of their appointment as Apprentice Meat Cutter. After one (1) year, said employees shall have no seniority in the Grocery Department. Such transfer and trial period will apply only one time per employee, for seniority purposes.

- a) For purposes of this Agreement, Meat Seniority is separate from other seniority in the seniority area. Meat Department Heads, Boxmen, Journeymen Meat Cutters, and

G62

1

Apprentices have seniority in classification provided however that journeymen meat cutters and/or apprentices who would otherwise be reduced in hours or laid off on the basis of seniority, must bump within their classification within twenty-five (25) miles of their home store and within their seniority area. If no bump is available within their classification within twenty-five (25) miles of their home store and within their seniority area, they may then bump a clerk, checker, weigher, wrapper for hours assigned in the Meat Department provided they have seniority over said clerk, checker, weigher, wrapper and provided that any clerk, checker, weigher, wrapper in the seniority area having more seniority can also claim such hours. The journeyman shall receive the top apprentice rate for the actual time spent as a clerk, checker, weigher, wrapper in the meat department but for any time spent performing journeyman duties they will receive their regular rate.

24. If a full time job opening, involving promotion or not, occurs in any seniority area and the provisions of Paragraph 12 have been fulfilled, the job being properly posted, and no employees or no qualified employees in the seniority area have bid for the job, then the Employer may offer the job to an employee from a different seniority area. If such an employee accepts the position, he/she shall retain his/her Company seniority. If, however, such an employee desires to return to his/her former seniority area, within one (1) year from date of transfer, he/she shall retain his/her Company seniority and former or equal position. After a one (1) year period, he/she will retain his/her Company seniority only in the seniority area to which he/she was transferred.

DEFINITION OF EMPLOYEE

25. For the purpose of this Agreement, any employee who works forty (40) or more hours per week for six (6) or more consecutive weeks will be considered a full time employee, except as provided in Paragraph 27 below for the resort areas and a further exception when a part time employee works forty (40) hours per week while relieving for vacations or sickness. Any part time employee who has worked (40) hours or more per week for six (6) or more consecutive weeks, unless otherwise excepted, shall be considered working in a regular full time job. At that time the procedures outlined in Paragraph 12C of this Agreement shall be applicable to the job.

26. A part time employee is defined as one who is regularly scheduled to work twenty-nine (29) hours per week or less.

If part time employees work more than 29 hours per week for reasons other than to replace absenteeism of a full time or part time employee they shall receive a premium of fifty cents (\$.50) per hour for each hour worked over twenty-nine (29) hours, except as specified in Paragraphs 21 and 21A.

It is the intent of the Company not to work part time employees in excess of 29 hours per week.

27. Full time employees reduced to part time shall be paid on a prorata basis of their full time weekly rate, except as specified in Paragraph 14B, or the part time rate according to their experience on an accumulative basis, whichever is the greater. They shall acquire service for their full time rate on the basis of the actual hours worked. In the resort area the

Employer shall have the privilege of working any employee forty (40) hours per week during the period May 30 to September 30 as full time and then reducing them to part time with a part time rate according to seniority; provided, however, that any part time employee who works full time after September 30 of any year shall be given full time credit for his/her entire full time employment, except as otherwise provided for in Paragraphs 21 and 25 of this Agreement.

28. Seniority areas within the Scranton Division effective during the term of this Agreement are set forth in the Schedule annexed hereto, made a part hereof, and marked Schedule "B". Stores marked with asterisk denotes summer point.

LEAVE OF ABSENCE

29. Any member of the Union who is elected or appointed to a full time position with the Union, or who is elected or appointed as a Delegate or representative of the Union in any activity necessitating temporary absence from his/her employment, shall be granted such leave of absence without pay and without loss of any seniority, and at the end of such service in the business of the Union, he/she shall be re-employed at his/her former wage rate, plus any increase or less any reduction that may have become effective during his/her absence. Two (2) weeks' notice must be given to the Employer in the above instances.

30. The maximum period of absence permitted will be one (1) year subject to renewal and extension for additional periods of only one (1) year during each renewal. These additional one (1) year renewal periods may be extended only through the joint and mutual consent of both the Union and Employer.

- a) Full time employees having one (1) or more years full time service may request a personal leave of absence not to exceed thirty (30) days. Only one (1) personal leave of absence may be requested within a twelve months period. Requests for leave of absence shall be submitted to the Store Manager in writing and forwarded to the Personnel Department. The Company shall acknowledge the request in writing. In cases of emergency, a personal leave of absence may be requested by telephoning the Personnel Department. Such emergency calls must have the approval of the Supervisor, or the Store Manager. The employee shall suffer no loss of benefits or seniority while on approved leave.

Employees taking other employment or falsifying reasons for their leave shall be subject to discharge. Consideration will be given by the Company to a request for one additional thirty (30) day period for extenuating circumstances.

MILITARY SERVICE

31. An employee returning from Military Service shall be reinstated in accordance with Federal Reinstatement Laws.
32. An employee who is an active member of any National Guard or other military reserve unit, who is required to report for military duty for a period not to exceed two (2) weeks, may be permitted to use this period or part of it for his/her vacation if he/she is entitled to vacation. If one of the holidays listed in Paragraph 68 falls within this two (2) week period, said employee will be given another day, off with pay or an additional day's pay, at the discretion of the

Employer, provided he/she qualifies for holiday pay as otherwise provided for in this Agreement.

MATERNITY LEAVE OF ABSENCE

- G13
1
33. Maternity leave of absence shall be granted provided the request is in writing and is accompanied by a physician's statement verifying pregnancy and the anticipated date of birth. The employee shall be required to furnish the employer with such notification prior to the end of the fifth (5th) month of pregnancy. The leave will commence at the time requested by the employee's physician and will expire ninety (90) days after the date of birth or miscarriage unless the employee's doctor certifies that a longer period of time is necessary. However, the leave of absence will not be extended beyond one (1) year. The employee must give fourteen (14) days notice of desire to return to work and present a clear release from the attending physician.

GRIEVANCE AND ARBITRATION

- E59
1
34. In the case of any complaint arising out of the interpretation or application of any provision of this Agreement on the part of either the Employer or the Union, the matter shall be taken up in the first instance between the Employer and the Union without delay.

- E66
1
35. Should these parties be unable to settle any grievance arising out of the interpretation or application of any provisions of this Agreement, the matter may be referred by either party to a Board of Arbitration consisting of one (1) member selected by the Employer, one (1) member selected by the Union and the third (3rd), who shall act as Chairman, selected by the two as chosen.

36. Either the Employer or the Union may submit such unsettled grievance to arbitration by giving written notice of the name of their board member and the issue it desires to arbitrate to the other party within two (2) days of the failure of the conference referred to in Paragraph 34 to adjust the difficulty.

37. It is agreed that the parties shall make every effort to choose the impartial arbitrator themselves. Only in the event they are unable to agree upon the impartial arbitrator within five (5) days, the American Arbitration Association shall be requested to appoint the third arbitrator.

38. The Majority of the Board of Arbitration must render a decision not later than thirty (30) days after the grievance has been submitted to them. This period may be extended beyond the thirty (30) days only through the joint and mutual consent of both the Union and the Employer.

39. The expenses of the third and impartial arbitrator shall be shared equally by the parties to this Agreement, and the decision of the Board shall be final and binding upon both parties.

40. At any step in this grievance procedure, the Executive Board of the Local Union shall have the final authority, in respect to its responsibility of representing any aggrieved employee covered by this Agreement; to decline to process a grievance, complaint, difficulty or dispute further, if in the judgment of the Executive Board such grievance or dispute lacks merit or lacks justification under the terms of this Agreement or has been amicably adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Board.

41. All grievances must be brought to the atten-

tion of the parties hereto within 14 calendar days after the occurrence.

TRIAL PERIOD AND APPROVAL

- E14
3
42. The first thirty (30) days employment service of an employee shall be considered a trial period. The Employer may dismiss or discharge any new employee for any reason whatsoever within the first thirty (30) days of his/her employment, and there shall be no right to appeal.

43. In case of disciplinary action, suspension or discharge of an employee who has been in the service of the Employer for more than thirty (30) days, such employee shall have the right to appeal to the Union within two (2) weeks after the date of discharge. The Employer will notify the Union promptly of any suspensions or discharges. Upon such appeal, the Employer and the Union shall jointly investigate the reasons for such disciplinary action, suspension or discharge and the justification thereof. If the Union and the Employer cannot agree as to the justification of such disciplinary action, suspension or discharge, the matter shall be arbitrated in accordance with the provisions of Paragraphs 34, 35, 36, 37, 38, 39, 40 and 41.

ENFORCEMENT OF STANDARDS

44. The Union agrees to do everything within its power to enforce the Employer's rules and regulations and through advice, instruction and example, to maintain the highest standard of work.

STRIKES AND LOCKOUTS

- EG7
5
45. It is mutually agreed by the parties to this Agreement there shall be no strike or stoppage of work by the employees or by the Union, nor shall there be any lockout by the Employer

during the life of this Agreement, and any differences or misunderstandings which may arise out of the interpretation or application of any provision of this Agreement between the contracting parties shall be amicably adjusted by and between the parties themselves. If the parties themselves cannot amicably adjust the differences the matter shall be referred to a Board of Arbitration as provided in Paragraphs 34, 35, 36, 37, 38, 39, 40 and 41.

46. Nothing herein contained shall compel any employee to walk through a picket line set up as a part of a duly authorized and legally called strike against the Employer. The Union will notify the Employer and employees within twenty-four (24) hours of the authenticity and legality of such strikes.

WORK WEEK

47. The work week shall consist of five (5) days to be worked within forty (40) hours. All work in excess of five (5) days per week or forty (40) hours per week shall be on an overtime basis at the rate of time and one-half. Work performed by full time employees before 7:00 A.M. (6:00 A.M. in resort areas, May 30 to September 30) or after 6:00 P.M. with the exception of 10:00 P.M. on any one (1) night each week (two (2) nights per week for full time employees hired after November 1, 1973) shall be at time and one-half. Work performed by part time employees before 7:00 A.M. (6:00 A.M. in resort areas May 30 to September 30) and after store closing or after midnight if the store is open until midnight, will be paid at the rate of time and one half unless assigned to the night crew in which event they will be paid at straight time rate plus the hourly premium for the shift.

Part time employees assigned to the night shift will only be assigned as a supplement to the regular full time night crew. The intent of this clause is not to erode the full time night crew.

48. Any full time employee working a shift of ten (10) hours or more shall not be required to work more than eight and one-half (8½) hours on the day preceding or following such a shift of ten (10) hours or more, unless overtime is involved, or unless classified as a night shift employee.

49. No split shifts will be permitted.

RELIEF PAY

50. In a department where the Meat Department Head, Produce Department Head, Boxman, Head Cashier, Coffee-Dairy Head, Head of the night Crew or Deli Department Head is off three (3) or more days, including his/her normal day off, in any one (1) week, the relief person shall receive an additional amount representing the difference between the contract rate of his/her position and the contract rate for the position in which he/she relieves, for the time spent in relief, but in no case will he be paid in excess of the actual salary of the individual being relieved. In all instances involving relief of Head Cashier, payment of the applicable relief rate will be contingent on the ability of the relief employee performing all duties of the employee being relieved. If a trained Head Cashier is available in the seniority area, he/she must be offered the Head Cashier relief work.

NIGHT SHIFT

51. Any employee working two (2) or more nights per week shall be entitled to a night premium of ten (\$10.00) dollars per week. A night shift is defined as follows:

- a) A shift commencing between 9:00 P.M. and Midnight, or
b) A shift commencing at 5:00 A.M. or not later than 6:00 A.M.
c) When a night shift is established in a store it should be a regular shift and not on and off on a weekly basis.
d) When a night shift is discontinued and then re-established after a period of three (3) months, the position of Head of the Night Crew will be re-bid.

52. Any employee who has served one (1) or more consecutive years on a night shift shall have the right to exercise his/her seniority for day work within his/her store only, providing the employee who is to be bumped on day work can qualify for night shift work, and further providing that not more than one such change shall take place in the individual store within a thirty (30) day period.

53. In the case of emergency causing the absence from work of a night shift employee, another employee may be assigned to the night shift for one or more nights at the applicable night premium rate. For any employee working on the night shift for less than two nights for other than emergency conditions, overtime rate shall apply.

54. In addition to the ten (\$10.00) dollars per week premium the person in charge shall receive four (\$4.00) dollars per week over and above his/her scale.

55. The above rates are to be considered regular wage rates for such employees for purposes of compensation for vacations, holidays, sick pay and overtime. In no case will a night shift consist of one (1) employee.

56. No night shift employee will be scheduled to work between 6:00 P.M. Christmas Eve and 5:00 A.M. the day after Christmas, nor between 6:00 P.M. New Year's Eve and 5:00 A.M. January 2nd.

HOLIDAY WORK WEEK

57. During a holiday week, the work week for all full time employees shall consist of four (4) days to be worked within thirty-two (32) hours. All work in excess of the above limitations for full time and part time employees during a holiday week shall be paid for at the rate of time and one-half. In the event major competition requires the Employer to keep its stores open after 6:00 P.M. on Christmas Eve or New Year's Eve, all time worked after 6:00 P.M. by full and part time employees will be at the rate of time and one-half.

OVERTIME AND WORKING CONDITIONS

58. Overtime shall be worked when necessary and shall be paid for at the appropriate overtime rates.
- a) Overtime shall be offered on the following basis:
1. Within department by classification.
 2. Department seniority.
59. Any employee called in to work on his/her regularly scheduled day off will be guaranteed four (4) hours at overtime rates, and his/her work schedule for the remainder of the week shall remain unchanged.
60. Meal periods, without pay, shall be specified by the Employer, but shall consist of one (1) hour unless a one-half ($\frac{1}{2}$) hour meal period is

mutually agreed upon between the Employer and the employee. Lunch periods shall not be scheduled to start earlier than two (2) hours or later than five (5) hours after the beginning of the work day.

- a) Not more than one one-hour meal period may be scheduled during any shift consisting of nine (9) hours or less of actual work.

61. Full time employees shall receive two (2) fifteen (15) minute rest periods daily, unless scheduled for a short day's work, not involving a meal period, when one (1) fifteen (15) minute rest period shall be granted. Rest periods shall be scheduled as near as possible to the middle of the work period. Part time employees shall receive one (1) fifteen (15) minute rest period for each scheduled four (4) hours, except if scheduled for seven (7) hours in a work day, when they shall be granted two (2) fifteen (15) minute rest periods. Any employee scheduled to work twelve (12) or more hours in a work day shall receive a third (3rd) rest period of fifteen (15) minutes, which shall be taken after the ninth (9th) hour of work.

62. Overtime as used in this Agreement shall mean overtime exclusive of regular weekly wages. In no case will overtime be paid on overtime.
63. When any employee is required to work outside of his regular schedule, he shall not be required to take time off from his schedule in order to avoid overtime.

COST OF TRANSPORTATION

64. The Employer agrees to pay the difference in the cost of transportation to full time employees temporarily transferred from one location to

another on the following basis when such transfer increases their normal cost of transportation:

The difference in the cost of public transportation, if available, and convenient, according to the employee's work schedule, otherwise a rate of fifteen (15¢) cents per mile effective November 1, 1975. Transportation will not be paid in the application of seniority for available hours.

HOLIDAYS

65. All work performed on the legal holidays listed in Paragraph 68 below shall be compensated at twice the employee's straight time hourly rate in addition to the straight time holiday pay.

66. Upon the completion of sixty (60) days with the Employer, regular full time employees, and full time involuntarily reduced to part time, shall be paid eight (8) hours at the straight time hourly rate if there is no work to be performed on said holidays, provided the employee works on his/her scheduled work day before and his/her scheduled work day after such holiday, Sundays excepted, unless legitimately excused.

67. Triple time will be paid for all work performed on Sundays only when the store is open for business, except in cases of emergencies which may include competitive store openings. In such instance double time will be paid (straight time plus straight time). When store is not open for business, work performed on Sundays as a result of an emergency shall be compensated at the rate of double time (straight time plus straight time). The Employer may schedule fifty (50) per cent of the required work

force for Sundays and Holidays with part time employees. Sunday and Holiday work will be performed by qualified employees on a rotation basis according to seniority.

68. During the life of this Agreement the following holidays or the days observed as such shall be celebrated:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day
	Birthday Holiday

When a holiday referred to in this paragraph falls on a Sunday, the following Monday will be observed.

69. Upon the completion of three (3) months' service with the Employer, regular full time employees shall be entitled to three (3) personal holidays of eight (8) hours each within each calendar year, and part time employees shall be entitled to three (3) personal holidays of four (4) hours each within each calendar year, which may be taken at a time which is mutually satisfactory to the Employer and the employees. One (1) personal holiday shall be taken in the first four (4) months of the calendar year and the second shall be taken in the second four (4) months and the third shall be taken in the third four (4) months. If the employee has not made his selection by April 1 for the first (1st) personal holiday, August 1 for the second (2nd), and December 1 for the third (3rd), the Employer shall assign the personal holidays. However, if not taken, the employee is still entitled to said personal holidays in accordance with past practice.

If the service requirement is fulfilled prior to April 30 of any year, the employee will be en-

titled to three (3) personal holidays for that year. If the service requirement is fulfilled after April 30 but before August 30 of any year, the employee will be entitled to two (2) personal holidays for that year. If the service requirement is fulfilled after August 30 of any year, the employee will be entitled to one (1) personal holiday for that year.

If an employee terminates prior to May 1 of any year, the employee will be entitled to one (1) personal holiday for that year. If an employee terminates prior to September 1 of any year, the employee will be entitled to two (2) personal holidays for that year. If an employee terminates after September 1 of any year, the employee will be entitled to three (3) personal holidays for that year. This provision shall not apply to employees who retire.

70. All part time employees, upon the completion of ninety (90) days, but less than one (1) year of continuous service with the Employer, shall be paid four (4) hours' holiday pay at the straight time hourly rate, provided one of the holidays listed in Paragraph 68 above falls on a day he/she would normally be scheduled to work, provided such employee works his/her scheduled work day before and his/her scheduled work day after such holiday, Sundays excepted, unless legitimately excused. Work schedules shall not be changed for the purpose of avoiding holiday pay.

A part time employee with one (1) or more years of continuous service, regardless of whether he/she is normally scheduled to work on the day that the holiday falls, shall receive holiday pay of four (4) hours, provided he/she works at least one (1) day during the calendar week in which the holiday falls and provided

such employee works his/her scheduled work day before and his/her scheduled work day after such holiday.

DEATH IN FAMILY

- 64-15
07
71. In the case of a death in the immediate family of a full time employee (i.e., the death of a parent, spouse, child, brother, sister, mother-in-law, father-in-law, step-child, legal guardian) the Employer shall grant a leave of three (3) continuous days to the said employee with regular pay for said days. In the event of a death of a grandparent, grandchild, sister-in-law or brother-in-law, the employer shall grant a leave of one (1) day with pay to attend the funeral.

JURY DUTY

- 620
T
72. Full time employees actually summoned and serving on juries will be granted time off, when needed, for actual jury duty and will receive the difference between their straight time basic weekly pay and the amount received while on jury duty, except such jury duty fee which they receive while on their normally scheduled day off. They will be expected to work on days when the jury is not in session, but under no circumstances shall the application of this clause result in a change in the employee's basic weekly pay, nor his normal weekly schedule.

VACATIONS

73. Full time employees with one (1) or more years of continuous service will be granted vacations as follows:

Annual Vacation

One (1) week after one (1) year continuous full time service

G40-43
20 Two (2) weeks after three (3)
years continuous full time service

Three (3) weeks after eight (8)
years continuous full time service

G44-47
30 Four (4) weeks after fourteen (14)
years continuous full time service

Five (5) weeks after twenty-two (22)
years continuous full time service

G48-49
40 Effective January 1, 1977

Five (5) weeks after twenty (20)
years continuous full time service

G50-57
50
**Pro-Rata Vacation
on Termination**

1/12 week for each full month of service

2/12 week for each full month of service

3/12 week for each full month of service

4/12 week for each full month of service

5/12 week for each full month of service

Vacations in excess of two (2) weeks will be on the basis of two (2) weeks uninterrupted vacation and the third and fourth week will be mutually agreed to by the Employer and the employee.

Employees entitled to five (5) weeks vacation must take one (1) week during the first four (4) months of the year and one (1) week during the last four (4) months of the year. Preference for the fifth week of vacation will be given by seniority over other employees entitled to vacation in excess of two (2) weeks.

74. A vacation schedule must be posted by January 2nd of each year and remain posted

during the entire calendar year. Vacations must be selected by April 1st of each year by all eligible employees, covered by the Agreement, on the basis of length of service with the Employer, subject to the requirements of the business, with preference given to full time employees. Vacation schedules for Floaters will be posted in their home stores. Vacation weeks will not be crossed out on the vacation schedule, however vacations will be scheduled in accordance with the requirements of the business.

75. Any employee failing to select vacation by said date, will be assigned vacation by management and said vacation noted on the vacation schedule by April 15th of each year. Any changes to the vacation schedule after April 1st, of each year, must be made by mutual agreement.
76. Part time employees shall be granted vacation with pay pro-rated on the average weekly hours for the year under the same terms and conditions as set forth for full time employees. For vacation credit purposes, part time employees advanced to full time subsequent to January 1, 1961, will be given vacation credit based on their accumulated hours. Part time employees may not be required to take vacation time off. By mutual agreement between the Employer and employee, part time employees may work during the week selected as their vacation at their straight time hourly rate. Said part time employee may, by mutual agreement, select another week for vacation time off with pay or receive vacation pay in lieu thereof.
77. Full time employees reduced to part time and subsequently reinstated to full time shall be

considered to have no break in full time employment for vacation purposes.

78. In the event the service of any employee is terminated for any reason whatsoever, voluntarily or involuntarily, except for discharge due to dishonesty or just cause, before the vacation earned has been taken, there shall be paid to such employee salary covering the period of vacation to which he/she is entitled upon the termination of such services in accordance with the vacation entitlement outlined in Paragraph 73.
79. If one of the holidays specified in Paragraph 68 falls within a full time employee's vacation, the employee shall be granted one (1) additional day's paid vacation, any day during the week following his/her vacation, or an equivalent day's pay based on one-fifth (1/5th) of his/her regular weekly salary at the option of the Employer. This provision applies even though the holiday falls on the day of the week which would ordinarily be the day off of the employee.
80. The provisions of Paragraph 79 above shall apply to part time employees otherwise eligible for holiday pay.
81. Full time employees called in and reporting for work while on vacation will be guaranteed a minimum of four (4) hours work. Said work will be paid at the rate of time and one-half in addition to the employee's vacation salary.

WAGES

82. The wage scale to be effective during the term of this Agreement is set forth in the Schedule annexed hereto, made a part hereof and marked Schedule "A".

PRIVILEGE CLAUSE

83. No members of the Union shall suffer a reduction in wages except as provided in Paragraph 13A or a reduction in vacation time by any provision of this Agreement and all privileges not covered hereby shall continue as heretofore and shall not be eliminated or abridged by virtue of the signing of this Agreement.
84. All new employees shall be given credit for prior retail chain or comparable store, grocery or meat experience acquired within four (4) years prior to the date of employment with the Employer, provided this experience is declared at the time application for employment is made, subject to verification by the Personnel Department of the Employer.

LAUNDRY

- E33
85. All coats and aprons required by the Employer to be worn in the store shall be furnished and laundered by the Employer.

UNION STORE CARD

86. The Union agrees to furnish to the Employer at least one (1) Union Store Card for each of the Employer's stores covered by this Agreement to be displayed in the customer area of the premises. Such cards shall remain the property of and shall be surrendered to the Union upon demand.

VALIDITY OF CONTRACT

- E33
87. The parties hereto agree that should any part or paragraph of this Agreement be declared by a Federal or State Court of competent and final jurisdiction in the premises to be unlawful, invalid, ineffective or unenforceable, said part

or paragraph shall not affect the validity and enforceability of any other part or paragraph hereof, and the remainder of this Agreement shall continue in full force and effect. The parties also agree to renegotiate any article, part or paragraph of this Agreement that has been declared unlawful, invalid or unenforceable as specified above.

STEWARDS

E14
1
88. It is understood that the Stewards of the Union at all times shall be full time employees and shall be the last to be laid off or reduced in classification as a result of a reduction in the work force, and the Union shall furnish the Employer with a complete list of Stewards which shall be supplemented from time to time as may be necessary.

89. The store Manager will inform store Stewards regarding any change in personnel in their stores or any change in the status of employees.

90. It is understood that the Union will use its best efforts to secure as Stewards a high calibre of employee who shall be required to conform to the standards and qualifications required by the Union.

WORK SCHEDULE

91. The Employer agrees to post a work schedule, in ink, in each store and market by Saturday preceding the week for which it becomes effective, however, the Employer reserves the right to make necessary changes due to emergencies which may arise. Any employee who is not scheduled to work on Saturday will be notified not later than his quitting time Friday of

his schedule for the following week. Work schedules of employees shall remain unchanged from week to week whenever possible, so that employees' days off will be uniform. Work schedules shall be posted by 3:00 P.M. Saturday.

92. Once the work schedule is posted and an emergency arises, defined herein as absence caused by sickness, accident or death in family, or unexcused absence, and the Employer has made a sincere effort to call in any full time employees reduced to part time without success, the part time employees may be offered work in accordance with seniority for the calendar week in which the emergency occurs, without it being considered in violation of Paragraph 14 and Paragraph 26 above.

HEALTH AND WELFARE FUND

93. The Employer agrees to participate in and contribute to the Retail Clerks Union Regional Health & Welfare Fund. This Fund will be used to provide insurance, hospitalization, scholarships and other benefits for eligible employees covered by this Agreement, and their dependents as determined by the Fund. This Agreement to participate is contingent on the following conditions being satisfactorily resolved:

a) The Health & Welfare Fund shall be such as will receive and continue to qualify for U.S. Treasury Department approval so that contributions by the Employer may qualify as tax deductions in accordance with applicable laws and regulations. The Employer will not be obligated to make any contributions to the Fund which are not deductible from gross income for Federal Income Tax purposes. The Fund must be actuarially

sound and must be jointly trustee-administered and regulated in conformance with existing and future laws.

- b) Contributions will be made by the Employer as follows:

Full time employees — first of the month following completion of thirty (30) days full time service.

Effective January 1, 1974 the sum of seventy (\$70.00) dollars per month for all full time employees which includes the contributions for sickness and disability benefits as provided through the Retail Clerks Regional Health & Welfare Fund.

Part time employees — first of the month following completion of three (3) months service with the Company.

Effective January 1, 1974 the sum of twelve (\$12.00) dollars per month payment to the Fund on behalf of Employees qualifying in accordance with the preceding paragraph will be made on or before the twentieth (20th) day of each month for the preceding month.

Effective November 1, 1975 contributions for full time employees will be increased four (\$4.00) dollars per month.

Effective November 1, 1976 contributions for full time employees will be increased four (\$4.00) dollars per month.

Effective November 1, 1977 the Company agrees to review the experience of the fund and provide the funds necessary to maintain the current benefits.

Full time employees hired after October 5,

1975 shall be eligible for weekly indemnity after the first five (5) working days of illness.

SICKNESS AND DISABILITY CLAUSE

a) The Employer agrees through the Retail Clerks Regional Health & Welfare Fund to provide weekly disability benefits for each employee for whom contributions are required under B of this section.

1. The Trust Fund must have and maintain Treasury Department approval as well as approval of other government agencies having jurisdiction thereof. The Employer will not be obligated to make any contributions to the Fund if they are not deductible for income tax purposes.
 2. The jointly managed fund shall be administered by an equal number of Trustees representing the Employer and an equal number representing the Union. The Fund shall be used to provide weekly disability benefits for eligible employees of the Employer as provided by a plan to be adopted by the Trustee.
 3. The Trust and Plan shall provide, among other things, that all benefits under the Plan and all costs, charges and expenses of administering the Plan as well as any taxes levied or assessed upon the Trust or Plan or any income therefrom shall be paid out of the Fund.
- b) 1. Commencing with the effective date the Employer agrees to pay to the above referred to Fund (hereinafter — the "Fund") on behalf of each part time employee covered by this Agreement a total contribution of seven and one-half (7½c) cents per hour for each

hour said employee received pay, up to a maximum of forty (40) hours in any one week, towards the benefits provided under the Fund. Contributions to be made as follows:

Part time employees — commencing with the first day of part time service with the Company.

CONTINUANCE OF CONTRIBUTIONS

The Employer agrees to continue to contribute into Retail Clerks Union Health & Welfare Fund and Sickness and Disability Fund as follows:

- a) In the event of occupational injury or non-work accident or sickness, six (6) months contribution following the month in which a full time employee incurred accident or sickness; one (1) months contribution following the month in which a part time employee incurred accident or sickness.
- b) For full time employees involuntarily reduced to part time status by the Employer, six (6) months contributions will be made following the month in which the employee was reduced to part time status.
- c) For the purposes of Health & Welfare contributions, an employee's status shall not change from full time to part time or part time to full time until the first contribution following the reduction or advancement of the employee.

PENSION PROVISION

94. a) Effective January 1, 1976, the Employer agrees to contribute to the Retail Clerks Tri-State Pension Fund \$51.32 per month for each

full time employee to provide for a monthly pension of \$10.00 for each complete year of credited service and 100% vesting for employees with 10 years of credited service under the Plan. For the purpose of this paragraph, a full time employee is defined as an employee who on the first day of a calendar month shall have completed a thirty (30) day probationary period and is regularly and continuously scheduled to work a forty (40) hour week. The monthly contributions shall be made for each full time employee, as defined, who is active during the first fiscal week of any fiscal month. There shall be no more than twelve (12) such monthly contributions during any (12) consecutive calendar months.

b) Effective April 1, 1977 the Employer agrees to contribute to the Retail Clerks Tri-State Pension Fund \$63.58 per month for each full time employee to provide for a monthly pension of \$12.00 for each complete year of credited service.

c) Effective April 1, 1978 the Employer agrees to contribute to the Retail Clerks Tri-State Pension Fund \$70.87 per month for each full time employee, to provide employees with 30 years of credited service under the plan, retirement without reduction in their attained benefit.

d) It is further understood and agreed that the Pension Plan shall be considered as Appendix I of the Agreement and Declaration of Trust. Such plan shall include, among other things:

1. A provision that a participant under the plan who has reached his sixty-fifth (65th) birthday shall be eligible for a monthly pension of \$8.50 for each completed year of credited

service (\$10.00 effective January 1, 1976, \$12.00 effective April 1, 1977).

2. A provision for early retirement at age sixty-two (62) and 10 years of credited service shall be provided under the plan.
3. A provision for early retirement at age fifty-five (55) and 10 years of credited service — actuarially reduced — shall be provided under the plan.
4. A provision for a death benefit of one thousand dollars (\$1,000) which will be the only survivor benefit under the plan.
5. To provide 100% vesting of applicable benefits in effect on the date of any employee's termination from the plan, such vesting to apply only if upon such termination date the employee shall have 10 years of credited service under the plan (effective January 1, 1976).

e) The Pension Plan must have the continuing approval of the Internal Revenue Service as an exempt plan.

f) It is agreed that it shall be mandatory that each employee covered by this agreement shall retire the first of the month following his/her sixty-fifth (65th) birthday.

g) It is agreed that all questions involving pension not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the plan.

DURATION OF AGREEMENT

95. This Agreement shall be in full force and effect from October 5, 1975 until and including October 7, 1978, and shall continue in effect

from year to year from October 7, 1978 unless either party serves notice in writing on or before July 7, 1978 or July 7 or any year thereafter, of a desire for termination of or for changes in the Agreement. In the event either party serves such notice, it is mutually agreed that the Employer and the Union shall immediately begin negotiations on the proposed changes and that pending the results of the negotiations, neither party shall change the conditions existing under the Agreement.

96. The parties hereto, their successors in title and assigns, intending to be legally bound by this Agreement, have executed this Agreement this 5th day of October, 1975 by their duly authorized representatives.

FOR THE EMPLOYER:

**THE GREAT ATLANTIC AND PACIFIC
TEA COMPANY, INC.**

FOR THE UNION:

**LOCAL NO. 1687 AND
LOCAL NO. 1393**

SCHEDULE "A"

WAGES

1. All full time and part time employees on the payroll October 5, 1975 will be granted the following increases on their existing rates or be advanced to the new wage schedule, whichever is the greater.

EFFECTIVE 10/5/75

All full time employees \$17.00 per week

All part time employees .25 per hour

2. All full time employees on the payroll April 4, 1976 will be granted the following increase on their existing rates or be advanced to the new wage schedule, whichever is the greater.

EFFECTIVE 4/4/76

All full time employees \$ 5.00 per week

3. All full time and part time employees on the payroll October 4, 1976 will be granted the following increases on their existing rates or be advanced to the new wage schedule, whichever is the greater.

EFFECTIVE 10/3/76

All full time employees \$12.00 per week

All part time employees .15 per hour

4. All full time employees on the payroll April 3, 1977 will be granted the following increase on their existing rates or be advanced to the new wage schedule, whichever is the greater.

EFFECTIVE 4/3/77

All full time employees \$ 5.00 per week

5. All full time and part time employees on the payroll October 2, 1977 will be granted the following increases on their existing rates or be advanced to the new wage schedule, whichever is the greater.

EFFECTIVE 10/2/77

All full time employees \$15.00 per week

All part time employees .20 per hour

6. All full time employees on the payroll April 2, 1978 will be granted the following increase on their existing rates or be advanced to the new wage schedule, whichever is the greater.

EFFECTIVE 4/2/78

All full time employees \$ 5.00 per week

	EFFECTIVE 10/5/75 to 4/3/76	EFFECTIVE 4/4/76 to 10/2/76	EFFECTIVE 10/3/76 to 4/2/77	EFFECTIVE 4/3/77 to 10/1/77	EFFECTIVE 10/2/77 to 4/1/78	EFFECTIVE 4/2/78 to 10/7/78
Meat Dept. Head						
Supermarket	251.86	256.86	268.86	273.86	288.86	293.86
Special Development	246.51	251.51	263.51	268.51	283.51	288.51
Produce Dept. Head						
Supermarket	225.79	230.79	242.79	247.79	262.79	267.79
Special Development	220.44	225.44	237.44	242.44	257.44	262.44
*Coffee-Dairy Head; Head Cashier; Deli Dept. Head						
1st 6 months	154.49	159.49	171.49	176.49	191.49	196.49
2nd 6 months	159.84	164.84	176.84	181.84	196.84	201.84
3rd 6 months	172.68	177.68	189.68	194.68	209.68	214.68
4th 6 months	181.24	186.24	198.24	203.24	218.24	223.24
5th 6 months	189.80	194.80	206.80	211.80	226.80	231.80
Thereafter	199.43	204.43	216.43	221.43	236.43	241.43
Journeyman	227.25	232.25	244.25	249.25	264.25	269.25

*Coffee-Dairy Head, Head Cashier — Supermarket type stores only.

H13

H9

1

Meat Apprentice

	EFFECTIVE 10/5/75 to 4/3/76	EFFECTIVE 4/4/76 to 10/2/76	EFFECTIVE 10/3/76 to 4/2/77	EFFECTIVE 4/3/77 to 10/1/77	EFFECTIVE 10/2/77 to 4/1/78	EFFECTIVE 4/2/78 to 10/7/78
1st 6 months	190.87	195.87	207.87	212.87	227.87	232.87
2nd 6 months	198.36	203.36	215.36	220.36	235.36	240.36
2nd year	205.85	210.85	222.85	227.85	242.85	247.85
3rd year	215.48	220.48	232.48	237.48	252.48	257.48
Thereafter	227.25	232.25	244.25	249.25	264.25	269.25

Journeyman P. T.

5.68	5.80	6.10	6.23	6.60	6.73
------	------	------	------	------	------

Full Time Clerk, Checker, Weigher, Wrapper — Hired Prior To 10/5/75

1st 6 months	150.49	155.49	167.49	172.49	187.49	192.49
2nd 6 months	155.84	160.84	172.84	177.84	192.84	197.84
3rd 6 months	168.68	173.68	185.68	190.68	205.68	210.68
4th 6 months	177.24	182.24	194.24	199.24	214.24	219.24
5th 6 months	185.80	190.80	202.80	207.80	222.80	227.80
Thereafter	195.43	200.43	212.43	217.43	232.43	237.43

**FOR FULL TIME EMPLOYEES HIRED AFTER
10/5/75 THE FOLLOWING RATES
WILL APPLY**

	EFFECTIVE 10/5/75 to 4/3/76	EFFECTIVE 4/4/76 to 10/2/76	EFFECTIVE 10/3/76 to 4/2/77	EFFECTIVE 4/3/77 to 10/1/77	EFFECTIVE 10/2/77 to 4/1/78	EFFECTIVE 4/2/78 to 10/7/78
Coffee-Dairy Head; Head Cashier; Deli Dept. Head						
1st 6 months	130.00	135.00	147.00	152.00	167.00	172.00
2nd 6 months	140.00	145.00	157.00	162.00	177.00	182.00
3rd 6 months	155.00	160.00	172.00	177.00	192.00	197.00
4th 6 months	164.00	169.00	181.00	186.00	201.00	206.00
5th 6 months	172.00	177.00	189.00	194.00	209.00	214.00
Thereafter	182.00	187.00	199.00	204.00	219.00	224.00
Full Time Clerk, Checker, Weigher, Wrapper						
1st 6 months	126.00	131.00	143.00	148.00	163.00	168.00
2nd 6 months	136.00	141.00	153.00	158.00	173.00	178.00
3rd 6 months	151.00	156.00	168.00	173.00	188.00	193.00
4th 6 months	160.00	165.00	177.00	182.00	197.00	202.00
5th 6 months	168.00	173.00	185.00	190.00	205.00	210.00
Thereafter	178.00	183.00	195.00	200.00	215.00	220.00

PART TIME EMPLOYEES

	EFFECTIVE 10/5/75 to 10/2/76	EFFECTIVE 10/3/76 to 10/1/77	EFFECTIVE 10/2/77 to 10/7/78
Part Time Clerk, Checker, Weigher, Wrapper — Hired Between 11/1/73 and 10/5/75			
1st 30 days	2.30	2.45	2.60
30 days to 1 year	2.65	2.80	3.00
2nd year	2.90	3.05	3.25
3rd year	3.15	3.30	3.50
Thereafter	3.40	3.55	3.75
Part Time Clerk, Checker, Weigher, Wrapper — Hired After 10/5/75			
1st 30 days	2.30	2.45	2.60
30 days to 1 year	2.45	2.60	2.80
2nd year	2.60	2.75	2.95
3rd year	2.75	2.90	3.10
Thereafter	3.00	3.15	3.35

7. The Employer reserves the right to determine which stores shall be designated as Supermarkets and Special Developments, provided however that for purposes of wages and classifications, the following will apply:

a) New stores or stores being remodeled — employees will be paid in accordance with the classification assigned said store by the Company. A review of thirteen consecutive weeks sales will be made and the employee's salary adjusted within four weeks.

b) No present employee will be reduced in salary as a result of this agreement, however, in the event an employee receives an increase in salary as a result of this agreement, he will also receive a reduction in salary should his store classification be reduced as a result of this agreement.

c) Both Union offices will be notified of any change in store classification.

d) The volume brackets are as follows:

0-39,999 Special Development
40,000-over Super Market

8. The Employer agrees each store designated as a Supermarket will have one (1) Boxman to be paid three dollars and fifty cents (\$3.50) in excess of the Journeyman Butcher rate as specified in Schedule "A".

9. The Company has the option of appointing a Co-Assistant Manager in stores where weekly volume is not less than \$50,000 for 13 consecutive weeks. After a period of 26 weeks the stores' volume will be reviewed and in stores where the weekly volume drops below \$50,000 the Co-Assistant Manager will be taken out.

SCHEDULE "B"

SCRANTON DIVISION SENIORITY AREAS

(1)

All Scranton, Pa. stores
Blakely, Pa.
Clarks Summit, Pa.
Dunmore, Pa.
Moscow, Pa.
Old Forge, Pa.
Tunkhannock, Pa.

(2)

All Binghamton, N.Y., stores
Endicott, N.Y.
*Deposit, N.Y.
*Downsville, N.Y.
Hillcrest, N.Y.
All Johnson City, N.Y. stores
Kirkwood, N.Y.
*Margaretville, N.Y.
Montrose, Pa.
Owego, N.Y.
Sidney, N.Y.
*Walton, N.Y.

(3)

All Elmira, N.Y. stores
Addison, N.Y.
Canton, Pa.
Cayuga Heights, N.Y.
All Horseheads, N.Y. stores
Mansfield, Pa.
Painted Post, N.Y.
Towanda, Pa.
Waverly, N.Y.
*Wellsboro, Pa.
Wyalusing, Pa.

(4)

*Brodheadsville, Pa.
Frackville, Pa.
Lehighton, Pa.
Lykens, Pa.
Minersville, Pa.
*Mt. Pocono, Pa.
*Mountain Home, Pa.
Palmerton, Pa.
Pottsville, Pa.
St. Clair, Pa.
Schuylkill Haven, Pa.
*Stroudsburg, Pa.
Tamaqua, Pa.
Tower City, Pa.
Tremont, Pa.

*Denotes Summer Point

(5)

Carbondale, Pa.
 *Eldred, N.Y.
 *Ellenville, N.Y.
 Forest City, Pa.
 *Hawley, Pa.
 *Honesdale, Pa.
 *Jeffersonville, N.Y.
 *Liberty, N.Y.
 *Livingston Manor, N.Y.
 *Monticello, N.Y.
 *Roscoe, N.Y.
 *Woodridge, N.Y.

(7)

Shamokin, Pa.
 Berwick, Pa.
 Bloomsburg, Pa.
 Coal Township, Pa.
 Danville, Pa.
 Freeland, Pa.
 All Hazleton, Pa. stores
 Sunbury, Pa.

(6)

All Wilkes-Barre,
 Pa. stores
 Dallas, Pa.
 Edwardsville, Pa.
 Nanticoke, Pa.
 Plymouth, Pa.
 West Pittston, Pa.
 Wyoming, Pa.

(8)

All Williamsport,
 Pa. stores
 Hughesville, Pa.
 Loyalsock, Pa.
 Mifflinburg, Pa.
 Milton, Pa.
 Montoursville, Pa.
 Muncy, Pa.
 Old Lycoming, Pa.

(9)

Ashland, Pa.
 Mahanoy City, Pa.
 Mt. Carmel, Pa.
 Shenandoah, Pa.

SCHEDULE "C"

JURISDICTION

LOCAL #1687

From the Carbon-Schuylkill County Line east on Highway 895 to Bowmanstown; from Bowmanstown northeast on unnamed road through Little Gap and Kunkletown to Saylorsburg; north on Highways 512 and 12 to U.S. 209; east on U.S. 209 through Stroudsburg and East Stroudsburg; then east to the Delaware River; and the Counties of Pike, Wayne, Susquehanna, Lackawanna, Wyoming, Luzerne, Bradford, Sullivan, Columbia, Montour, Northumberland, Snyder, Union, Lycoming, Tioga, and Clinton in the State of Pennsylvania, and the New York Counties of Sullivan, Delaware, Broome, Tioga, Tompkins, Chemung, Schuyl, Yates, and Steuben.

Any stores presently under contract to Local #1687 outside of the aforementioned jurisdiction shall remain under contract to Local #1687, and any stores under contract to any other RCIA Local Union within this jurisdiction shall remain under contract to that Local Union.

LOCAL #1393

Berks County and Schuylkill County other than where Local #1687 has jurisdiction.

*Denotes Summer Point

BLS 2452
6723
iw

OMB No. 44-R0003
App. exp. March 31, 1980

U.S. DEPARTMENT OF LABOR

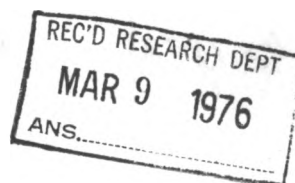
BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212

March 4, 1976



Retail Clerks International
Association
Suffridge Building
1775 K Street, Northwest
Washington, D.C. 20006

MAR 19 1976



Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) between the Great Atlantic and Pacific Tea Company, Inc., with your locals 1687 and 1393. The agreement we have on file expired October 1975.

Would you please send us a copy of your current agreement--with any supplements (e.g., employee-benefit plans) and wage schedules--negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Julius Shiskin

JULIUS SHISKIN
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

IF MORE THAN ONE AGREEMENT, USE BACK OF FORM FOR EACH DOCUMENT

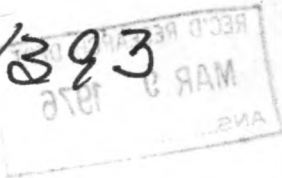
1. Approximate number of employees involved - - - - - over 50
2. Number and location of establishments covered by agreement 2 per
3. Product, service, or type of business Food
4. If your agreement has been extended, indicate new expiration date _____

Jan Schwab Economist
(Your name and position)

(Area code and tel. no.)

(Address)

(City, State, ZIP code)

Employer, product, service or type of business	Name of union or association	Number of employees normally covered by agreements
Local 1687	A & P Tea	99 Stores
Local 1393	A & P Tea	2 Stores
		1438
		30
		1468